

## **EXHIBIT C PART 2**

### Exhibit File Check List

Lot #: 4740B

<u>X</u>	Delivery Sheet
<u>Not Pd</u>	Eastern Payment Info
<u>X</u>	Livestock Contract
<u>X</u>	Consignment Contract
<u>X</u>	Cleared Part Payment Check
<u>X</u>	Cleared Final Payment Check
<u>X</u>	Copy of Part Payment Check
<u>X</u>	Copy of Delivery Paperwork

**SUPERIOR LIVESTOCK AUCTION**

1155 North Colorado Avenue  
Brush, CO 80723  
800-523-6610

**BUYERS INVOICE**

Buyer # 0016-2

Eastern Livestock

Office: 812 949-9035

135 West Market  
New Albany, IN 47150

Fax: 812 949-9060

LOT # 4740B

Delivery Date 11/2/2010

Auction Date 6/16/2010

**Contracted:**

# Head	Description	Weight	Shrink	Net Wt	Ave Wt	Price	Gross Amount
78	Weaned Hfr Calves		2		600	\$106.60	
<b>Delivered:</b>							
74	Weaned Hfr Calves	43720	2	42846	579	\$106.60	\$45,673.84
<b>Total:</b>							
74				42846			\$45,673.84

Seller: James Strittmatter

Part Payment Paid: - \$3,120.00

Location: Pilot Point, TX

Adjustments: \$0.00

Destination: TULIA, TX

Representative: Ronnie McNutt 817 291-0708

Net Due: \$42,553.84

Superior Livestock Auction attests that all livestock referenced by this document are of USA origin.

Superior Livestock Auction by 

Eastern Livestock  
Did not pay for this Lot

Please remit to Superior Livestock Auction via Wire Transfer or Overnight Delivery of a Check

Please include the Lot Number on your payment

Wire Transfer or ACH To: Bank of Colorado, 301 Clayton St, Brush, CO 80723 Routing #107002448  
Credit: Superior Livestock Auction, 1155 N Colo Ave, Brush, CO 80723 Acct # 4100022896

Address for overnight delivery of a check (Fed Ex, UPS or Express Mail)  
Superior Livestock Auction  
1155 N Colorado Avenue  
Brush, CO 80723

Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle referenced on this invoice has been collected and remitted to the proper State Beef Council by Superior Livestock Auction or the appropriate authority.

Thank you for your business. If you have any questions, please call 1-800-523-6610

## SUPERIOR LIVESTOCK AUCTION

LOT# 4740B DELIVERY DATE Nov 2 2010 SALE DATE June 16 2010  
 SELLER James Strittmatter 940 206-0189 PAPERWORK REC'D 11/17/20  
 BANK Date entered 11/2/2010  
 CONTRACT # 11476 Entered by SW  
 11/29/2010 15:23:03

#	HEAD	DESC.	WT	SHRNK	SLD	NET WT	AVG.WT.	PRICE	GROSS AMOUNT
CONT	78	Weaned Hfr Calves	2	8		600#		\$ 106.60	
DELV	74	Weaned Hfr Ca	43720	2	8	42846	579#	\$ 106.60	\$ 45,673.84
<b>TOTALS</b>									
	74					42846			\$ 45,673.84

PART PAYMENT	2,340.00
GROSS COMMISSION	913.48
ADDITIONAL COMMISSION	148.00
CONSIGNMENT FEE CREDIT	.00
NET COMMISSION DEDUCTED	1,061.48
BEEF CHECKOFF Pilot Point, TX	74.00
LA/AR	.00
OTHER	.00
TOTAL DEDUCTIONS	3,475.48
NET PROCEEDS DISBURSED	\$ 42,198.36

CHECK #	PAYABLE TO	CLEARED
50537	James Strittmatter	42,198.36 11/5/2010 \$ 42,198.36

TOTAL PAID \$ 42,198.36  
 UNDERPAID/OVERPAID \$ .00

\*\*\*\*\*

BUYER Eastern Livestock 812 949-9035 812 949-9060(f)	GROSS AMT \$ 45,673.84
BUYER # 0016-2New Albany, IN (m)	PART PAYMENT \$ 3,120.00
COUNTRY OF ORIGIN USA 6/25/2010	ADJUSTMENTS \$ .00
	NET DUE \$ 42,553.84

PD @ DEL FUNDS SENT VIA  
 BUYER CALLED  
 DELIVERY DATE Nov. 1-15, 2010  
 SLIDE over the base weight - 8  
 SLA REP Ronnie McNutt 817-613-9786 817-291-0708  
 DESTINATION TULIA, TX

42,553.84 11/14/2010	\$ 42,553.84
TOT AMOUNT PAID	\$ 42,553.84
UNDERPAID/OVERPAID	\$ .00
ADJ TOTAL	\$ .00

COMMENTS WENT TO FRIONA SOMEWHERE AROUND TULIA, TX & TRUCKED BY REITER,  
 HEREFORD, TX TRUCK #132 DRIVEN BY RICK SCROGGIN. 11/11/10 RONNIE MCNUTT. BRAD  
 TOLD JLO WENT TO FRIONA & THEY HADN'T PAID. MW 11-11 SLA PD 7 DAYS



## LIVESTOCK CONTRACT

121 East Exchange, Suite 120  
Fort Worth, TX 76164  
1-800-422-2117  
P.O. Box 38  
Brush, CO 80723  
1-800-523-6610

670B

Lot #: 4740B

0016-2

THIS CONTRACT made and entered into this 16th day of June, 2010, in Brush, Morgan County, Colorado by and between James Strittmatter 10928 Strittmatter Rd Pilot Point TX 76258 Phone Number, hereinafter known as SELLER, and Eastern Livestock 135 West Market New Albany IN 47150 Phone, 812-949-9035 Fax, 812-949-9060 Cell, hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described livestock (the livestock) for the consideration set forth in this contract. VACCINATION PROGRAM: VAC 45

# HEAD	KIND/SEX	BASE WEIGHT	PRICE
78	Weaned Hfr Calves	600	\$106.60

BREED TYPE: Out of Angus, Brangus & Brangus cross cows by Charolais bulls.

MIXED LOADS: Heifer price will be \$ 0 /CWT under original price of steers.

ORIGIN: Home Raised

COUNTRY OF ORIGIN USA

FRAME: Medium

FLESH: Medium

HORNS: Tipped or Dehorned

EST WT VARIANCE: Uneven

FEEDING PROGRAM: Native & coastal grass, dry hay & small amount grow ration.

CURRENT LOCATION: Ranch, 5 miles E of Pilot Point, TX which is 45 miles NE of Fort Worth, TX

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B.

Ranch

on/between

Nov. 1-15, 2010

at the option of the representative.

WEIGHING CONDITIONS: Gather ASAP, load on buyers truck, haul approx. 5 miles & weigh on truck w/a 2%.

SLIDE: If the livestock average over the base weight the price will be adjusted 8 cents per pound for every pound over that weight on the total net pounds.

COMMENTS:

VACCINATIONS: VAC 45. 7-way Blackleg & Lepto @ branding.

AGE/SOURCE VERIFIED: No

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE: Yes IMPLANTED: Ralgro & Synovex C

BANGS VACCINATED: No

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, locoed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes irrevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc. (SLA) of any grievance regarding any livestock within twenty-four (24) hours after arrival. Buyer's failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the benefit of Seller \$40.00 per head on 78 head, the sum of \$ 3,120.00, as part payment, upon entering into this contract and to pay the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ 2,340.00, as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

SELLER:

BUYER: Eastern Livestock

James Strittmatter

BY:

*M. Morrow SLA*

BY:

*K. Lopez SLA*

REPRESENTED BY: Ronnie McNutt

817 613-9786

817 291-0708

**OPEN HEIFERS:** Unless otherwise stated, heifers sold in this contract are not guaranteed open.

**PARTIAL INVALIDITY:** No partial invalidity of this agreement shall affect the remainder.

**SECURITY AGREEMENT:** Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock on any payment item issued or until Superior Livestock Auction, Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

**DEFAULT:** In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default, Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by law and this contract, including but not limited to the following: If Buyer defaults, he will forfeit his \$40 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required, Seller shall promptly refund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction to Buyer. Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, attorney's fees, and decline in market value of the cattle.

**FAILURE TO DELIVER WITHIN 95% OF CONTRACT:** In the event Seller fails to deliver within 95% of the cattle sold, Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

**GOVERNING LAW:** All legal actions instituted for any default in payment or lack of sufficient funds in any financial institution to pay checks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.

**ARBITRATION OF DISPUTES:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications; (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

**NO ASSIGNMENT OR DELEGATION:** No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.

**EXECUTION:** Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer, or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.

**ACT OF GOD:** Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

**ENTIRE CONTRACT:** This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

3415 Exchange Ave., Suite 121  
Fort Worth, TX 76164  
(817) 624-3800  
1-800-422-2117



Superior Livestock Auction

P.O. Box 38  
Brush, CO 80723  
(970) 842-5566  
1-800-523-6610

REVISED DATE  
2009

CONSIGNMENT # \_\_\_\_\_  
Accepted by SLA \_\_\_\_\_  
Effective Date \_\_\_\_\_  
Lot # 10457  
Date 9/12/2008

CONSIGNMENT CONTRACT FOR SALE OF LIVESTOCK  
AUCTION DATE June 14-17, 2010

FAX TO: (970) 842-2705  
(877) 523-6610

THIS CONTRACT made and entered into this 27th day of May, 20 10, by and between  
James Strittmatter, Owner  
of 10928 Strittmatter Rd, Pilot Point TX 76258  
Phone Number 940-206-0189  
McNutt, Ronnie  
SS#/Federal ID# \_\_\_\_\_ (Seller), and Superior Livestock Auction, Inc. (SLA) and  
(MARKETING REPRESENTATIVE) covers the listing for sale of the livestock described in this contract.

NO. HEAD	KIND / SEX	BASE WEIGHT	DELIVERY DATE	WEIGHT
78	Steer Calves - weaned	650	11/05/2008	632
0	Heifer Calves - weaned	600	11/05/2008	607

MIXED LOADS: Heifer price will be \$ 5 / CWT under original price of steers. SPECIAL LOGO: CHAROLAIS  
SLA VACCINATION PROGRAM: VAC 45 OWNER CERTIFIED NATURAL: YES ☒ NO ☐  
AGE & SOURCE VERIFIED PROGRAM: No RFID TAGS: YES ☒ PI FREE: YES ☒ NO ☐  
SLIDE: 8 cents over base weight, up to 50 pounds over base weight. If cattle average 51 pounds over base weight, slide will increase 2 cents.  
WT STOP @ \_\_\_\_\_ If the cattle change class due to increased weight (over the base weight), the cattle may be rejected for delivery.  
BREED TYPE: Out of Angus, Brangus & Brangus cross cows by Charolais bulls.

ORIGIN: Home Raised COUNTRY: USA 1st Calf Born \_\_\_\_\_  
FRAME SIZE: Medium FLESH CONDITION: Medium  
ESTIMATED WEIGHT VARIANCE: Uneven FAIRLY EVEN (0 - 10% +/- pay weight) UNEVEN (10-15% +/- pay weight)  
VERY UNEVEN (15 - 25% +/- pay weight) Seller warrants that no individual animal will vary more or less than these percentages from the average pay weight at delivery. SLA or Marketing Representative reserves the right to reject any animal that is not within these percentages.  
HORNS: Tipped or Dehorned  
FEEDING PROGRAM: On cows & native grass. VAC. 45. Native grass, Coastal, small amount. Krow nation.

CURRENT LOCATION: Cattle are located at Ranch, 5 miles E of Pilot Point, TX which is 45 miles NE of Fort Worth, TX where they shall remain and be handled in their normal manner until delivery. If cattle must be moved or changed to a different kind of feed or pasture, for any reason, SLA or Marketing Representative must be notified and change will be allowed only with Buyer's approval.

DELIVERY: Seller will deliver cattle to Buyer's trucks at Ranch on / between Nov. 1-15 2008 2010 at the option of the Marketing Representative, unless otherwise stated.  
IMMEDIATE DELIVERY: YES ☒ NO ☐ If yes, no part payment will be issued. The Seller will be paid in full at delivery.  
WEIGHING CONDITIONS: Gather ASAP, sort off cows, load on buyers truck, haul approx. 5 miles & weigh on truck w/a 2%. Return & repeat for hrs.

LOADS: 48,000 pounds or \_\_\_\_\_ FREIGHT ADJUSTMENT: \_\_\_\_\_  
IMPLANTED: Ralgro & Synovex C  
BANGS VACCINATED: No  
COMMENTS: Knife cut. Biggest & best 78 from approx. 100 hd filmed 8/25/08.

VACCINATIONS: VAC 45 7-way Blackleg & Lepto. @ branding

BRANDS: \_\_\_\_\_  
WARRANTIES: Seller represents and warrants that it has good and marketable title to the livestock and that they will be delivered free of all liens, security interests or encumbrances. Said livestock are subject to a lien, security interests or chattel mortgage in favor of  
Lienholder: None  
SLA acknowledges receipt of a check for \$3.00 per head in the amount of \$ \_\_\_\_\_ on \_\_\_\_\_ (DATE)  
ADDITIONAL PROVISIONS AGREED UPON BETWEEN SELLER AND SLA AND/OR MARKETING REPRESENTATIVE: (not published)

LIVESTOCK OWNER'S FEED CERTIFICATE: The undersigned certifies that, to the best of his/her/its knowledge, as of the date of delivery, none of the livestock described above, will be, on such date, adulterated within the meaning of the Federal Food, Drug and Cosmetic Act (i.e., none of the cattle have been fed any feed containing protein derived from mammalian tissue, e.g. meat and bone meal, as that term is defined in 21 CFR 589.2000 and none of the livestock will have an illegal level of drug residues.

Seller acknowledges he has read and understands all the terms and conditions on the front and back of this contract, and will abide by them. Seller agrees all information on this contract is accurate and guarantees delivery of the livestock described herein.

MARKETING REPRESENTATIVE:  
Ronnie McNutt 817-613-9786 817-291-0708

SELLER: James Strittmatter

Ronnie McNutt  
(SIGNATURE)

By: James Strittmatter  
(SIGNATURE)



**OPEN FEEDER HEIFERS:** Heifers that are sold as "Open Feeder Heifers" must be pregnancy checked by a licensed veterinarian (seller's expense) within 21 days prior to delivery. A veterinarian's certificate must accompany the heifers. No part payment will be paid on "Open Feeder Heifers".

**SLA VACCINATION PROGRAM:** A Vaccination Certificate (provided by SLA) must accompany cattle sold in a Superior Livestock Auction Value- Added Health Program. This certificate must state the date the cattle were vaccinated, the brand name of the vaccine administered and the injection site(s).

**NO HEAD** is the **ACTUAL HEAD COUNT TO BE DELIVERED** on the contract, after sorting. Seller agrees to deliver within 95% of the number of cattle stated in this contract. Buyer, his Agent, SLA or the Marketing Representative shall have the right, at delivery, to sort and reject any stags, crippled, blind, bad eyed, loco, lump-jawed or otherwise unmerchantable cattle, or any other cattle that are not described in this contract, as determined by the Marketing Representative.

**FAILURE TO DELIVER WITHIN 95%:** In the event Seller fails to deliver within 95% of the cattle sold, Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

**LOAD LOTS:** Cattle will be sold in load lots, with a maximum of 48,000 pounds per load, unless otherwise stated. Buyer is not required to accept a specific number of cattle sold, if the load(s) exceed 48,000 pounds.

**BASE WEIGHT** is the estimated average pay weight of the cattle on the day of delivery.

**SLIDE:** If the average pay weight of the cattle at delivery is in excess of the base weight, the price will be adjusted by the amount stated in this contract, for every pound over that weight, on the total net pounds for the first 50 (fifty) pounds. If the average pay weight of the cattle is 51 pounds over the base weight, the slide will INCREASE 2 cents.

\*Example: A lot of feeder steers with a base weight of 700# sell for \$100.00 / cwt. At delivery, the steers can weigh up to 700# (average) and the price will remain the same. If the steers weigh 701# (average) with a .4 cent (.04) slide, the price will be adjusted to \$99.96/cwt; 710# - \$99.60/cwt; 715# - \$99.40/cwt; 750# - \$98.00/cwt; if the steers weigh 751# (average) the slide will accelerate 2 cents to a 6 cent (.06) slide for a price of \$96.94/cwt; etc.

**WEIGHING CONDITIONS:** All cattle will be weighed on a certified scale. Split weighing is not allowed.

**OVERNIGHT DRY STAND:** Cattle will be drylot (no feed or water) the evening prior to delivery.

**WARRANTIES:** Seller represents and warrants that it has good and marketable title to the livestock and that they will be delivered free of all liens, security interests or encumbrances. If cattle are encumbered by a lien, security interest or chattel mortgage, payment will be issued jointly to Seller and lienholder.

**PAYMENT TO OTHERS:** If the cattle described in this contract are not encumbered, Seller may authorize SLA to disburse proceeds of the sale to others. If the cattle are encumbered, SLA will not make payment to others without a written release from the secured party.

**COMMISSION:** Seller agrees to pay SLA a commission of 2% (two percent) of the gross proceeds of the sale (with a minimum of \$8.00 per head) plus \$2.00 per head consignment fee on the number of head delivered.

**PART PAYMENT:** Upon sale of the livestock, SLA will advance to Seller \$30.00 per head, as part payment, for the livestock described in this contract. In the event that Seller fails to deliver to Buyer the cattle as described in this contract, or at the time of delivery, there are any federal or state regulations prohibiting interstate shipment of said livestock, Seller shall return to SLA all money advanced and this contract will be terminated. Seller acknowledges that SLA will receive \$40.00 per head, as part payment, from Buyer. The \$10.00 per head received from Buyer and not paid to Seller will be held in SLA's Custodial Account for Shippers' Proceeds as a deposit on commission, until delivery, when the actual commission can be determined.

**EXCEPTION — NO PART PAYMENT WILL BE PAID ON** heifers that are sold open w/ a vet certificate, any cattle that are not in the continental United States at the time of sale or cattle that are sold for immediate delivery.

**FINAL PAYMENT:** At delivery, SLA will pay Seller, by check, the balance of the purchase price, less SLA's commission and any lawful charges.

**EXPENSES OF SELLER:** Seller will be responsible for all expenses subject to federal and state regulations, such as health inspection, brand inspection, beef checkoff, weighing, etc.

**NO SALE OR PASS OUT:** If Seller elects to decline the highest bid offered at the auction, he/she must do so before the next lot is offered for sale. If Seller declines the highest bid they will be charged \$3.00 per head on the number of head offered with a maximum of \$1,500.00 per consignor per auction. If this no sale/pass out fee is paid prior to the auction the check will not be cashed unless the cattle no sale. If the cattle no sale, the check will be cashed and applied to the no sale fee. If this fee is not paid prior to the auction and the Seller receives a part payment this fee will be deducted from the Seller's part payment. In the event the Seller does not receive a part payment, this fee will immediately become due and payable.


**SCRATCH:** If for any reason the Seller withdraws said livestock from the auction they will be allowed to re-consign them to one of the next two consecutive auctions. If the Seller withdraws livestock and does not re-consign them there will be a fee of \$3.00 per head on the number of head offered with a maximum of \$1,500.00 per consignor per auction. This fee will be collected in the same manner as the consignment fee as stated above.

**AMENDMENTS TO CONTRACT:** Seller hereby appoints SLA or the Marketing Representative as Seller's attorney-in-fact to amend, and authorizes SLA to amend the provisions of this Contract at any time prior to sale to accurately describe the livestock covered by this Contract.

**ARBITRATION OF DISPUTES:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications; (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

**DESIGNATION OF AGENT:** Seller authorizes SLA to complete and sign a Livestock Contract for the sale of the livestock described in this contract, on behalf of and in the name of the Seller, which will make Seller obligated to all terms and conditions of the Livestock Contract, as if Seller had signed the contract himself. Seller also authorizes SLA to negotiate a satisfactory settlement regarding any discrepancies at delivery.




	P.O. Box 38 Brush, CO 80723 (970) 842-6568 Fax: (970) 842-2703 1-800-523-6610	No 03396
June 16, 2010		
PAY TO THE ORDER OF	James Strittmatter	\$ 4,590.00
Four Thousand Five Hundred Ninety Dollars and No Cents		DOLLARS
PAYABLE THRU BANK OF COLORADO P.O. BOX 525 BRUSH, COLORADO 80723 Phone: 970-842-2844		CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS
		<u>MONA WAHLERT</u>

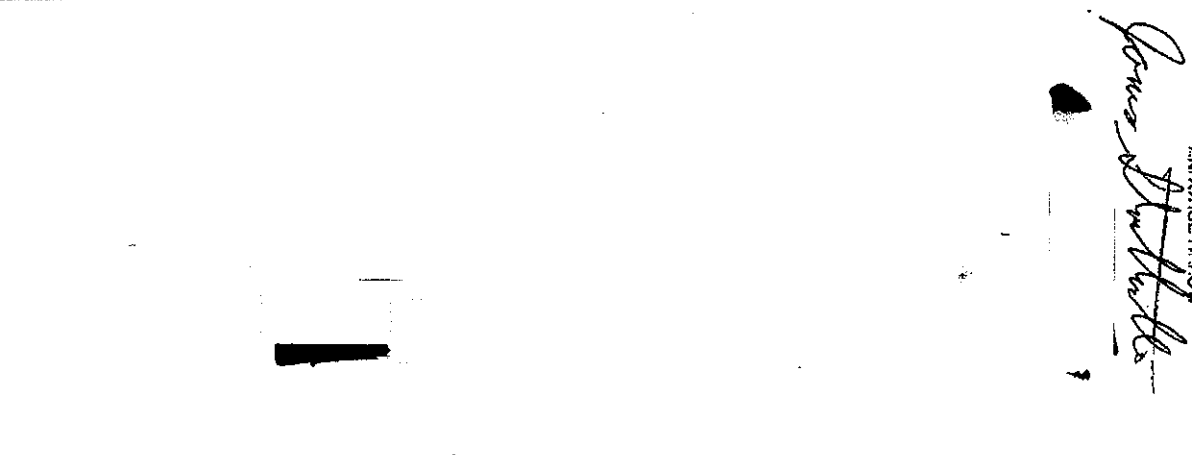
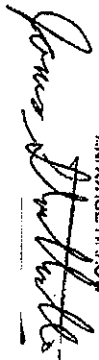
DDA Debits - 07/09/2010

	<p>NOTICE: This check must be endorsed by Payee(s) EXACTLY as name(s) are written on the front of the check. If any Payee is a corporation, other non-individual entity, Bank or other lending institution, check must be signed by an authorized individual, including their title.</p> <p>ENDORSE BELOW</p> <p><i>James Strittmatter</i></p>
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DDA Debits - 07/09/2010

	P.O. Box 38 Brush, CO 80723 (970) 842-5536 Fax: (970) 842-2705 1-800-528-6610	LOT # <u>4740B</u> No-050537
		DATE <u>Nov. 2, 2010</u>
PAY TO THE ORDER OF <u>James Stittmatter</u> \$ <u>42,198<sup>36</sup></u>		
<u>Forty Two Thousand One Hundred Ninety Eight &amp; <sup>36</sup>/<sub>100</sub></u> DOLLARS		
PAYABLE THRU BANK OF COLORADO P.O. BOX 525 BRUSH, CO, ORADO 80723 Phone: 970 842-2844	CUSTOMER ACCOUNT FOR SHIPPERS PROCEEDS <u>Ronnie McQuinn</u>	

DDA Debits - 11/04/2010

		NOTICE: This check must be endorsed by paying EXACTLY as name(s) are written on the front of the check. If any payee is a corporation, other non-individual entity, bank or other lending institution, check must be signed by an authorized individual, including their title.

DDA Debits - 11/04/2010

131 E. Exchange Ave., Suite 121  
Fort Worth, TX 76164  
(817) 624-3800  
Fax: (817) 624-3325  
1-800-422-2117

N<sup>o</sup> 03396

P.O. Box 38  
Brush, CO 80723  
(970) 842-5566  
Fax: (970) 842-2705  
1-800-523-6610

June 16, 2010

James Strittmatter  
10928 Strittmatter Rd  
Pilot Point, TX 76258

57051 3396

Phone: 940-206-0189

LOT #	#HEAD	DESCRIPTION	DELIVERY DATE	BASE WT	PRICE	PART PMT
4740A	75	Weaned Str Calves	Nov. 1-15	650#	\$111.00	\$2,250.00
4740B	78	Weaned Hfr Calves	Nov. 1-15	600#	\$106.60	\$2,340.00
TOTAL	153 HEAD		Part Pmt. Paid on	153	HEAD	\$4,590.00
DEDUCTIONS:						
No Sale/Scratch Fees:						\$0.00
NET PROCEEDS:						\$4,590.00



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Fax: (970) 842-2705  
1-800-523-6610

N<sup>o</sup> 03396

June 16, 2010

PAY TO THE  
ORDER OF James Strittmatter

\$ 4,590.00

Four Thousand Five Hundred Ninety Dollars and No Cents

DOLLARS

PAYABLE TO  
BANK OF COLORADO  
P.O. BOX 525  
BRUSH, COLORADO 80723  
Phone: 970-842-2844

CUSTODIAL ACCOUNT FOR SHIPPERS' PROCEEDS

*NON-NEGOTIABLE*

P.O. Box 38  
Brush, CO 80723  
(970) 842-5566  
Fax: (970) 842-2705  
1-800-523-6610

DATE Nov. 2, 2010

SELLER James S. Schumaker  
ADDRESS 10928 Struttman Rd.  
CITY Pilot Point STATE Tex ZIP CODE \_\_\_\_\_  
LOT # 4740 B BUYER Eastern Livestock

[illegible]

DEDUCTIONS:			
PART PAYMENT		2340	00
COMMISSION		913	48
CONSIGNMENT FEE		148	00
BEEF CHECKOFF		74	00
	TOTAL DEDUCTIONS	3475	48

NET PROCEEDS 42,198.36



P.O. Box 38  
Brush, CO 80723  
(970) 842-5566  
Fax: (970) 842-2705  
1-800-523-6610

**Nº-050537**

LOT # \_\_\_\_\_

DATE 4/10/2010

PAY TO THE  
ORDER OF

PAYABLE THRU  
BANK OF COLORADO  
P.O. BOX 525  
BRUSH, COLORADO 80723  
Phone: 970-842-2844

CUSTODIAL ACCOUNT FOR SHIPPERS, PROCEEDS

NON-NEGOTIABLE

OFFICE COPY

131 East Exchange, Suite 121  
Fort Worth, TX 76164  
1-800-422-2117  
(817) 624-3800  
Fax: (817) 624-3325



P.O. Box 38  
Brush, CO 80723  
1-800-523-6610  
(970) 842-5566  
Fax: (970) 842-2705

Date	Nov. 2, 2010		Lot #	4740 B	
Buyer	Eastern Livestock				
Address	135 West Market				
City	New Albany		State	IN	Zip Code 47150
Seller	James Stittmeyer		Weighted At	Martinez Kram - Celina	

NO. HD.	DESCRIPTION	WEIGHT	SHRINK	NET WT.	AVG. WT.	PRICE	AMOUNT
74	weaned Hfs.	43,720	29%	42,846	579	106.10	45,673.84
							45,673.84
DESTINATION: Littlefield, TX						LESS PART PAYMENT	3120.00
TRUCKED BY: Reiter Trucking							
"Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle listed on this invoice has been collected and remitted to the proper State Beef Council by Superior Livestock Auction or the appropriate authority."						NET DUE	42,553.84

CERTIFICATE OF VACCINATION			
<input checked="" type="checkbox"/> <b>CIRCLE ONE</b>	SLA	VAC24	VAC34
	PFIZER SELECTVAC	24	34
		34+	45
			VAC45
			PRECON
			PRECON
Vaccine	Brand Name	Date Given	Administered
7-way	Vision 7	9-6-10	IM (Sub Q)
IBR, PI3, BVD & BRSV	Littlefield	9-6-10	IM (Sub Q)
Boostered		9-20-10	IM (Sub Q)
Pasteurella	One Shot	9-6-10	IM (Sub Q)
Boostered			IM / Sub Q
Other			IM / Sub Q

CERTIFIED NATURAL
The seller certifies that these cattle have NOT been:
A. Fed or injected with any antibiotics or ingredients containing possible antibiotic residues.
B. Fed any antibiotic ionophores.
C. Implanted with or fed any synthetic hormones, growth promotants or steroids of any kind.
D. Fed any feed containing protein derived from mammalian tissue.

The seller hereby certifies that these cattle were administered the above vaccinations.

<input type="checkbox"/> Age/Source Verified	Database Provider	Seller Please Initial
--	-------------------	-----------------------

The seller attests that all livestock referenced by this document are of USA origin.

Seller's Signature

Date



F 3146

*Truck #2*  
**Martinek Grain**

Date 11-2-10

PO Box 430 • Gunter, TX 75058  
903.433.5425 • fax 972.382.8968  
or Celina 972.382.8500

*#*  
**4740B**

To Jim STRITTMATTER

From \_\_\_\_\_

Farm 74 Hm.

Commodity WEIGHT ONLY

Moisture \_\_\_\_\_

Dockage \_\_\_\_\_

GRADE SUBJECT TO  
SAMPLE TAKEN

*RBD REBEL TRUCK*

GUARANTEED ANALYSIS	
N	_____
P <sub>2</sub> O <sub>5</sub>	_____
K <sub>2</sub> O	_____

- ☐ ANHYDROUS AMMONIA 2.2 UN 1005. NONFLAMMABLE GAS APPROX. \_\_\_\_\_ TONS
- ☐ AMMONIUM NITRATE 5.1: NA 2072. OXIDIZER
- ☐ AMMONIUM NITRATE MIXED FERTILIZER 5.1: UN 2069: OXIDIZER

SHIPPER \_\_\_\_\_

WEIGHER Wilson Mart

DRIVER Rudy! ☒ ON ☐ OFF

75,960  
380 lb 6  
72,240  
240 lb 6

**13,720**

*42,846 #*

*avg - 519 #*

*all Cash 5<sup>00</sup>*



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1-800-523-6610



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1-800-422-2117

**TRUCKER'S BILL OF LADING**

LOT# 4740 B DATE 11-2-10  
SELLER James Stittmatter BUYER Eastern Livestock  
LOADED AT Pilot Point, TX DESTINATION Cactus  
TRUCKED BY Kester TRUCK # 132  
NUMBER OF HEAD LOADED 74 TIME OF DEPARTURE 11:00 AM  
CONDITION OF CATTLE WHEN LOADED Good  
COMMENTS \_\_\_\_\_

DRIVER HAS VISUALLY INSPECTED AND COUNTED ALL CATTLE LOADED AND ACCEPTS CATTLE AND HEAD COUNT AS STATED ABOVE.

Rick Scraggins  
TRUCKER'S SIGNATURE

Ronnie McQuitt  
SLA MARKETING REPRESENTATIVE

PAPERS SENT WITH TRUCKS:

BRAND \_\_\_\_\_ HEALTH \_\_\_\_\_ WEIGH TICKETS \_\_\_\_\_ BUYERS INVOICE \_\_\_\_\_

OFFICE COPY

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Fort Worth, TX 76106  
(817) 624-3800  
Fax: (817) 624-3325  
1-800-422-2117



P.O. Box 38  
Brush, CO 80723  
(970) 842-5566  
Fax: (970) 842-2705  
1-800-523-6610

Date	11-1-10	Lot #	4387
Buyer	Eastern 4/5		
Address	135 West Market		
City	New Albany	State	IN
Seller	Floyd Land & Cattle	Zip Code	47150
		Weighted At	Hampshire OR

NO. HD.	DESCRIPTION	WEIGHT	SHRINK	NET WT.	AVG. WT.	PRICE	AMOUNT
40	Feeder Hfr's	44,620	2%	43,728	547	106.50	46,570.32

DESTINATION: \_\_\_\_\_

LESS PART PAYMENT

32.00 00

TRUCKED BY: \_\_\_\_\_

"Superior Livestock Auction certifies that the beef checkoff assessment on the sale of the cattle listed on this invoice has been collected and remitted to the proper state beef council or Beef Board by Superior Livestock Auction or the appropriate authority."

NET DUE

43,370.32

CERTIFICATE OF VACCINATION			
<input type="checkbox"/> VAC24 <input type="checkbox"/> VAC34 <input type="checkbox"/> VAC45 <input type="checkbox"/> VAC PRECON			
The seller hereby certifies that these cattle were administered the following vaccinations:			
Vaccine	Brand Name	Date Given	Administered
Two-way			IM / Sub Q
IBR, PI3, BVD & BRSV			IM / Sub Q
Boostered			IM / Sub Q
Pasteurella			IM / Sub Q
Boostered			IM / Sub Q
Other			IM / Sub Q

CERTIFIED NATURAL
The seller certifies that these cattle have NOT been:
A. Fed or injected with any antibiotics or ingredients containing possible antibiotic residues.
B. Fed any antibiotic ionophores.
C. Implanted with or fed any synthetic hormones, growth promotants or steroids of any kind.
D. Fed any feed containing protein derived from mammalian tissue.

<input type="checkbox"/> VASE PROGRAM	Database Provider _____	Seller Please Initial _____
---------------------------------------	-------------------------	-----------------------------

Seller's Signature \_\_\_\_\_

Date \_\_\_\_\_